

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

INSITUFORM TECHNOLOGIES, INC., )  
Plaintiff, )  
v. )Civil Action No. 04-10487-GAO  
AMERICAN HOME ASSURANCE COMPANY, )  
Defendant. )

BEFORE: The Honorable George A. O'Toole, Jr.

STATUS CONFERENCE

John J. Moakley United States Courthouse  
Courtroom No. 9  
One Courthouse Way  
Boston, Massachusetts 02210  
Monday, November 19, 2007  
2:30 p.m.

Marcia G. Patrisso, RPR, CRR  
Official Court Reporter  
John J. Moakley U.S. Courthouse  
One Courthouse Way, Room 3510  
Boston, Massachusetts 02210  
(617) 737-8728

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1 APPEARANCES:

2  
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7 On Behalf of the Plaintiff

8 NIXON PEABODY LLP  
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12 Boston, Massachusetts 02110  
13 On Behalf of the Defendant

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## 1 P R O C E E D I N G S

2 THE CLERK: Next up will be Insituform  
3 Technologies versus American Home Assurance Company for  
4 a status conference, which is Docket 04-10487.

5 Would counsel please identify yourselves for the  
6 record.

7 MR. PHILBRICK: Good afternoon, your Honor.

8 Charlie Philbrick on behalf of the plaintiff, Insituform  
9 Technologies.

10 MR. DESCHENES: Good afternoon, your Honor.  
11 Greg Deschenes on behalf of the defendant, American  
12 Home.

13 MR. MULLEN: Good afternoon, your Honor. Kurt  
14 Mullen also on behalf of American Home.

15 THE COURT: Okay. This is my favorite case.

16 MR. PHILBRICK: Me too.

17 THE COURT: We've got to do something, though,  
18 right?

19 MR. PHILBRICK: You have ruled on the  
20 cross-motions for summary judgment, you've resolved the  
21 issues on liability coverage, and you observed findings  
22 of -- issues of fact as to the amount of damages.

23 Discovery is closed. We've been trying to talk  
24 about what the issues are and how we might be able to  
25 streamline things, but at this point we'd like to get --

1 we think that a trial -- we do have a jury demand, and  
2 at this point we are inclined to ask for a jury trial on  
3 the damages issue. We think the trial could be done in,  
4 reasonably, two days, maybe even one day. It looks like  
5 there's only three witnesses.

6 So we'd like to ask for a trial date, and then  
7 the pretrial date would be determined based on that, I  
8 assume.

9 MR. DESCENES: Your Honor, nothing to add other  
10 than the fact that there may be a couple of items of  
11 discovery left open depending on who Insituform decides  
12 to call as witnesses. There are a couple of people we  
13 have not deposed who are, right now, on their witness  
14 list. But if they're not going to call them, we don't  
15 need to take their depositions.

16 THE COURT: Am I remembering correctly that  
17 there was some controversy about whether somebody was an  
18 expert or not?

19 MR. PHILBRICK: No.

20 THE COURT: No? That's a different case.

21 MR. DESCENES: There will be some issues  
22 involving the scope of that witness's expertise, your  
23 Honor.

24 THE COURT: Okay. What can you do for us?  
25 Let's try February.

1               THE CLERK: All right. Monday, February 4th, at  
2 nine o'clock for jury selection in the trial. And we'll  
3 have the final pretrial conference on Thursday, January  
4 24th, at two o'clock.

THE COURT: Okay. Anything else today?

6 MR. PHILBRICK: Thank you, your Honor.

7 THE COURT: Okay.

8 MR. DESCHENES: Thank you.

9 MR. MULLEN: Thank you, your Honor.

10 (The proceedings adjourned at 2:34 p.m.)

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## C E R T I F I C A T E

I, Marcia G. Patrisso, RPR, CRR, Official  
Reporter of the United States District Court, do hereby  
certify that the foregoing transcript constitutes, to  
the best of my skill and ability, a true and accurate  
transcription of my stenotype notes taken in the matter  
of Civil Action No. 04-10487-GAO, Insituform  
Technologies, Inc. v. American Home Assurance Company.